

Guide to Using Marketing Services Master Contracts

Version 2.0

May 2006



Version tracking summary

Version	Summary of Changes	Date
Version 1.2	<ul style="list-style-type: none">▪ Signature line added for SAAG on SOW template▪ SOW timing changed for projects under \$10,000▪ FAQs updated; #4- #7 added	4/11/06
Version 2.0	<ul style="list-style-type: none">▪ Section II instructions edited for clarification of SOW process▪ Step added to process for project managers to provide SOW and vendor contract #▪ SOW # and Vendor contract # space added to SOW form▪ Reference to “sub-contract” clarified – known as vendor contract in VISION screens▪ Updated VISION screen shots▪ Reference to SAAG changed to state entity/dept. attorney▪ SOW Change Order added to Appendix	5/23/06

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I. Introduction to the Marketing Services Contracts

The marketing services contracts are master contracts between the state and the marketing firm. A full competitive bid and selection process was followed in the selection of the marketing firms. These contracts allow you to **obtain marketing services without having to go through a full RFP process**. In addition to saving you time, the contracts were negotiated at a state level and require **most favored pricing** – which means the state’s rates are lower than all other client rates.

What kinds of services should you use the contracts for?

The scope of services in the contract generally covers a full range of marketing related activity. For the most detail, refer to the Scope of Services in Attachment A of the contract, included in this guide in Appendix A. Briefly, these services include:

Services	Description	Examples
Creative direction and strategy/concept development	Develop overall look/feel/tonality of project (or overarching brand). Develop the strategic platform for campaign concepts, including category, competitive and client research and analysis. Work usually performed by Creative Director and/or Associate Creative Director.	<ul style="list-style-type: none">▪ Development of an education campaign with supporting materials to decrease litter.▪ Promotional campaign to increase historic sites visits
Graphic design	Implementing the creative concept into all visual advertising materials. May include layout and resize of various ad/collateral/visual materials. Usually done by Art Director (Junior or Senior) or Production Artist.	<ul style="list-style-type: none">▪ Creative development, including layout, color selection, and design of brochures, fact sheets, posters, or other printed materials
Copywriting	Implementing the creative concept into headlines, scripts and body copy. Usually performed by Copywriter (Junior or Senior).	<ul style="list-style-type: none">▪ Written text in print materials, TV or radio ads, or web
Collateral development	Suggest and development of tangible materials that communicate the message, call to action, and information. Collateral is printed material designed to inform, promote, educate, or create awareness of a message	<ul style="list-style-type: none">▪ Brochure on workforce training programs▪ Fact sheet on forest management▪ Posters promoting rideshares and public transportation
Public relations	Develop and write public relations plans and strategies. May include generating targeted publicity, writing press releases, coordinating special events, and conducting communication audits. Work usually performed by Public Relations department and may include other staff as needed.	<ul style="list-style-type: none">▪ Announcement of and event planning for 50th anniversary of interstate highway

Trade show/ Event management	Plan for and execute advanced registrations and space allocations; design, setup and transport of booth and related elements; and provision of collateral materials in advance of event.	<ul style="list-style-type: none"> ▪ Industry trade shows ▪ Promotional events
Printing & production management	Overseeing the process of creating and delivering an end product. May include estimating, negotiating, distributing, scheduling, purchasing and proofing for quality control. Usually performed by Production Manager or other production staff.	<ul style="list-style-type: none"> ▪ Printing of brochures ▪ Production of information kits
Partnership development	Identify, initiate, and manage corporate sponsorship opportunities for promotional/marketing initiatives	<ul style="list-style-type: none"> ▪ Partnering of public-private organizations in a specific event ▪ Agency of Agriculture and VT Specialty Foods Assoc. sharing a booth at a food show
Image/ Photographic acquisition and licensing	Arrange for photography sessions and negotiate image ownership rights; provide materials in all requested formats and provide storage of media	<ul style="list-style-type: none"> ▪ Scheduling and oversight of photography shoot
Media buying and placement	Develop strategic plan for media purchases. May include research, use of in- and out-of-house research tools, competitive analysis, media plan and post-buy analysis. Work usually performed by Media Director or Planner.	<ul style="list-style-type: none"> ▪ Media planning and buying for a work zone safety message
Web/Internet marketing	Utilize the web in the promotion of messages, education, and awareness through advertising, web links, sponsorships, search placement or other web marketing capabilities	<ul style="list-style-type: none"> ▪ On-line promotion of Vermont destinations
Research	Collection of data, either primary or secondary. May include developing research scope of work, conducting research or selecting a research subcontractor, preparing and overseeing research collection. Work generally performed by Junior or Senior Research Associate or Research Analyst, Account Supervisor or Account Executive.	<ul style="list-style-type: none"> ▪ Market research on what types of messages and what channels young males respond to
Project management/ account coordination	Direct and coordinate the day-to-day agency efforts on behalf of the client's product and/or service. May include tracking client budgets, moving projects through the agency from start to finish, coordinates scheduling and meeting client deadlines. Work usually done by Account Executive (Junior or Senior) or Account Supervisor.	<ul style="list-style-type: none"> ▪ Oversight and management of a project; tracking progress and following up on next steps

II. How to access the master contracts

The master contracts set forth a comprehensive list of marketing services and negotiated terms for provision and pricing of these services. In order to utilize one or more of the services covered under the master contracts, a Statement of Work (SOW) process was established. The SOW serves as the specific agreement between the marketing firm and the state entity for a project. It briefly describes the services that will be performed, the timeline that they will be performed under, and the agreed upon cost for those services. While the SOW is a formal agreement for work to be performed, **the process for completing an SOW does not follow the standard contracting process**. SOWs do not require Secretary of Administration approval.

Statements of Work are required for projects over \$10,000. Projects \$10,000 or less do not require a formal Statement of Work, but must have a written estimate that serves as the agreement of the work to be performed and the cost for the work. The Statement of Work format may be used for this estimate.

NOTE: The master contract cannot receive charges against it directly. Invoices received must be billed to a specific department, which is tracked using a unique, department created sub-contract number (known as vendor contract in VISION). a vendor (sub-) contract needs to be set-up in VISION for your department to pay for services out of your budget. Only one VISION vendor contract is needed per master contract, but is needed in all cases regardless of your project size or budget. For details on setting these up in VISION, see Section VII.

The following information outlines the steps for accessing the master contracts, including requesting and completing a Statement of Work.

Projects ≤ \$10,000

1. Define objectives, required elements, target audience, timeline, and budget for your project.
 2. Choose which marketing firm you would like to work with.*
 3. Obtain an estimate for the work to be performed.
 4. Provide marketing firm with vendor contract # for billing
 5. Complete work according to agreed estimate
- Select any marketing firm
 - No approvals required
 - VISION vendor contract needed

Projects between \$10,001 and \$25,000

1. Define your project and choose which marketing firm you would like to work with.*
 2. Complete a work request form and submit it to the marketing firm selected. For marketing firm contacts and form submission information, see Appendix D.
 3. Marketing firm will complete a statement of work (6 business days)
 4. Review the statement of work and obtain signatures from marketing firm, dept. head and your contract attorney.
 5. Provide marketing firm with vendor contract # for billing.
 6. Complete work in accordance with SOW
- Select any marketing firm
 - SOW needed with contractor, dept head, & attorney signature
 - VISION vendor contract needed

Projects > \$25,000

1. Define objectives, required elements, target audience, timeline, and budget for your project.
2. Complete a work request form and submit it to each marketing firm.
3. Marketing firms review request form and decide if they will complete a SOW response. (2 – 3 business days)
4. Marketing firm(s) will complete a statement of work and submit to the requesting state entity (Total time from request: 10 – 15 business days)
5. Review the SOWs with the CMO and select a marketing firm.
6. Obtain signatures from marketing firm, dept. head and your contract attorney.
7. Provide marketing firm with vendor contract # for billing.
8. Complete work in accordance with SOW

- SOW needed with contractor, dept head, & attorney signature
- VISION vendor contract needed

* You have the option of soliciting a response, or Statement of Work, from two or more marketing firms if desired, or if required by your agency or departmental purchasing guidelines.

III. Printing projects with marketing firms

Projects ≤ \$5,000

Through the Blanket Delegation of Authority #99 (BDA-99), agencies and departments may make purchases that meet their requirements for printed materials through the promotional services vendors up to a maximum of \$5,000.00 per project.

Promotional Services vendors agree to select printers in a manner consistent with Bulletin 3.5.

For projects requiring printing jobs in excess of \$5,000, the following process must be followed. You should allow 3-4 weeks for selection and contracting of printer (time does not include actual printing job). Faster turnaround is possible for urgent needs.

Projects > \$5,000

1. Vendor must complete printing specifications. Specific printers may be identified for invitation to the bid process. For details on providing printing specifications, see Appendix C.
2. Department must submit a requisition for printing services through VISION
3. Department of Buildings and General Services will issue a RFQ for solicitation of bids. (~2 week turnaround)
4. BGS will select print vendor based on qualifications and price. Typically the lowest bidder is selected unless adequate reason is provided to select alternative. (~1 week selection and contract timing)
5. Vendor will contact selected printer and begin print production process.
6. Vendor may perform all production and fulfillment management services.

IV. SOW Request Template and SOW

A Statement of Work (SOW) is completed by the marketing firm and includes a summary of the work that will be performed, the timeline for completing the deliverables, and the cost for services performed. Typically, an SOW is written in response to a request made by a department. SOWs are required for work over \$10,000.

The SOW request template is an interactive .pdf document collecting the following information:

- Organization name – Agency, department, or division name
- Contact name – project contact person
- Contact phone
- Contact e-mail
- Contact address
- Response due date – should be consistent with turnaround times
- Project completion date – mail date; media buy launch; event date; campaign launch
- Org. job number – Internal organizational project identification
- Budget – Maximum dollars available
- Project title – Describe your project as simply as possible
- Is project part of an agency marketing plan? - is this project part of an overall agency, department, division, or program level marketing plan? A **marketing plan** is a written document that details a list of actions designed to accomplish the marketing, educational, or other objectives of your agency, department, division, or program. Answer Yes/No
- Is project part of a previous marketing campaign? - is this a continuation of previous campaign or project, for example expansion on an awareness campaign to further promote the same message to a broader audience or provide additional info. Answer Yes/No
- Description of project – provide as much detail as possible explaining your project
- Project goals – outcomes, desired results
- Description of target audience – e.g. males 18-24; Vermont's rural population; tourists
- Needs and relative rating – Use the rating numbers in the boxes that describe possible needs for your project. Use the "other" space for additional detail or unique items.
- Other notes – for example, provide additional explanation regarding availability of a marketing plan, previous marketing campaign, and experiences from previous campaign. May also specify what level of detail you expect or provide a list of expectations that you have for the resulting Statement of Work.

***SOW Templates – Work Request Form (Word form document)
& SOW Contractor response template***

Marketing Firm Work Request Form

Date:

Organization name:

Response due date:

Project completion date:

Org. job number:

Budget:

Project title:

Contact:

Phone:

Email:

Address:

Is this part of an organization/program marketing plan?

Yes ☐

No ☐

Is this part of a previous marketing campaign?

Yes ☐

No ☐

1) Description:

2) Goals:

3) Target audience:

4) Needs: Please rate per the following

1 = Need; 2 = Want; 3 = Optional/Maybe; Blank = Don't need

☐ Print Collateral Materials
(Brochures, Folders, Stickers, etc.)

☐ Website

☐ Multimedia

☐ Marketing plan

☐ Media plan/buy

Other:

☐ Advertising

☐ Public Relations

☐ Exhibit/Display

☐ Direct Mail

☐ Event

5) Other notes (e.g. describe satisfaction with previous marketing campaign; provide expectations for SOW responses):

Completed by Contractor

A. Description of Response

B. Project Budget

Itemize Agency Services & Fees

Rate

Hours

TOTAL

\$

Sub Total

Itemize Out-of-pocket Expenses

\$

\$

Sub Total

Itemize Miscellaneous Expenses

Telephone/fax

Shipping

Travel

Other

\$

Sub Total**TOTAL**

\$

C. Attach supporting documents (optional)
D. Standard Statement of Work Provisions

In the event that appropriations are insufficient to support the Statement of Work (SOW), the relevant State entity may immediately cancel the SOW with notice to Contractor identifying the effective date thereof. If this SOW will exceed \$250,000 for total services, then the Secretary of Administration must approve it in advance before work may begin. This SOW shall be governed by, and construed in a manner consistent with, the terms and conditions of the full service advertising agency contract between the State and Contractor. No changes modifications, or amendments in the terms and conditions of this SOW shall be effective unless reduced to writing, numbered, reviewed and approved pursuant to the relevant processes contained within the full service advertising agency contract between the State and Contractor, and signed by the duly authorized representative of the State and Contractor.

E. Acceptance

The State, Contractor, and State Entity/Dept's Attorney shall sign the Statement of Work upon acceptance of the response and prior to the execution of work.

State Entity/ Department	Date
--------------------------	------

Contractor	Date
------------	------

State Entity/Dept Attorney	Date
----------------------------	------

<i>To be completed by State Entity</i>	<i>SOW #(or ID):</i>	
	<i>Vendor Contract#:</i>	

V.SOW Timing

The following chart provides the anticipated guidelines that should be used when submitting a request for SOW (Work Request Form). The response times for the SOW process are based on the size of the project budget, assuming larger projects will be more complex and need additional time for development of a response. You should use these request times as a guideline when indicating when a response is requested on the request form.

Notice of Intent

Upon submitting a request for an SOW, the marketing firms will have 1-3 business days, depending on the size of the project, to respond to you indicating their intent to submit an SOW for your project. This allows the state entity requesting work to know earlier in the process if additional bids will be needed or if they can immediately begin work with the marketing firm that is responding. (NOTE: A Statement of Work is needed for projects over \$10,000 even if only one marketing firm is responding to your request. The Statement of Work serves as an agreement on the project and price for that project.)

Response

The marketing firms will work within these guidelines, unless an exception is requested, to provide a full response to your request. Responses may be received sooner and requesters may allow more time than what is suggested here if you are requesting a detailed response.

Agency's Budget	Notice of Intent	Response	Total Time from Receipt of Request
<\$10,000	N/A	5 business days	5 business days
\$10,000 -\$25,000	2 business days (optional, only if submitting request to multiple firms)	4 business days	6 business days
\$25,001 - \$75,000	2 business days	8 business days	10 business days
> \$75,000	3 business days	12 business days	15 business days

VI.Change Orders

After execution of an SOW, if any change in scope of a project affecting price, deliverables, or schedule is requested, the Contractor and the relevant State entity shall mutually agree to the changes in writing via Change Order.

A change in the deliverables should be interpreted as a major change to the project. An example of a major change would be, if the SOW outlines the development of a poster and brochures but the project changes to production of a radio advertisement and participation in a local event.

A change from a 4-color poster to a single page 2-color fact sheet is not a major change.

For questions regarding the need for a change orders please contact the Chief Marketing Officer. A copy of the change order form can be found in the Appendix of this document.

VII.Entering a vendor (sub-)contract into VISION

Each state agency or department (“state entity”) utilizing services from any of the state contracted vendors must enter a vendor (sub-)contract in Vision for use of monitoring and controlling costs relative to services provided under these contracts.

Each state entity must enter a separate vendor contract in Vision for each marketing vendor being used. Each vendor contract must reference the corresponding marketing vendor master contract number.

The following Vision screen shot provides an example of the information required in the Header panel of the contract.

Administer Contracts - Use - Vendor Contracts

File Edit View Go Favorites Use Process Inquire Report Help

Header Line Pricing Adjust Pricing Status / Comments Activity

SetID: STATE Contract ID: NEXT

Contract Info

SetID: STATE Vendor Name / ID: SPIKEADVER-001 0000227837

Description: CCD ADVERTISING AGENCY SERVICE Origin Code: CCD

Vendor Ref: Tax Exempt

Begin Date: 03/20/2006 Expire Date: 03/19/2008 Allow Open Item Reference

Master Contract ID: 0000009606 Adjust Vndr Pricing First

Currency: USD CRRNT Price Can Be Changed on Order

Maximum Amount: 30000.00 Allow Multicurrency PO

Must Use Contract Rate Date

Rate Date: 05/12/2006

VTPRD001 Header Add

SetID:	This will always be STATE.
Vendor Name / ID:	This information will always refer to the particular vendor.
Description:	The description should state “ <i>Advertising Agency Service</i> ” and must include a 2 or 3 letter code that refers to the contracting state entity.
Origin Code:	Enter the origin code for your Agency/Department.
Begin Date:	Enter the starting date of the contract.
End Date:	Enter the ending date of the contract.
Master Contract ID:	Enter the master contract number for the particular marketing vendor.
Maximum Amount:	The maximum amount should either be set at \$30,000 or will be dependent on the total line item amounts.
Allow Multicurrency PO	Uncheck box

Each sub-contract can have multiple contract lines for each type of project i.e. Miscellaneous Services Under \$10,000, SOW 1, SOW 2, etc.

(NOTE: A contract line for “Miscellaneous Services Under \$10,000” can be used for multiple unique projects with costs under \$10,000. In other words, the line item will be for services under \$10,000 but the total expenditures for this line item may exceed \$10,000 as a result of multiple invoices being paid under this line item.)

The following Vision screen shots provide examples of information required in the Line panel of the contract:

Administer Contracts - Use - Vendor Contracts

File Edit View Go Favorites Use Process Inquire Report Help

Header Line Pricing Adjust Pricing Status / Comments Activity

SetID: STATE Contract ID: NEXT Vendor ID: 0000227837

Item Set/ID: STATE
MISC SERVICES UNDER \$10,000
Category: 91876 MARKETING Currency: USD
Mfg ID:
Vnd Itm ID:
Vndr Catlg: UOM: EA

Line: 1
Max Per Contract
Quantity:
Amount: 30000.00
Per Order Min
Quantity:
Amount:

Released-to-Date
Total Line Qty Released:
Total Line Amt Released:

Shipping Template
Sched Days Time Due Qty Sched
1 30 1.0000

VTRPT001 Line Add

Administer Contracts - Use - Vendor Contracts

File Edit View Go Favorites Use Process Inquire Report Help

Header Line Pricing Adjust Pricing Status / Comments Activity

SetID: STATE Contract ID: NEXT Vendor ID: 0000227837

Item Set/ID: STATE SOW 1 - BROCHURE/CALENDAR DESI

Category: 91876 MARKETING Currency: USD

Mfg ID: Vnd Itm ID: Vndr Catlg: UOM: EA

Max Per Contract

Quantity: Amount: 20000.00

Per Order Min

Quantity: Amount:

Released-to-Date

Total Line Qty Released: Total Line Amt Released:

Shipping Template

Sched	Days	Time Due	Qty Sched
1	30		1.0000

VTRPT001 Line Add

Line item
description:

A description of the services and any applicable SOW number must be stated for each line item. Time period information must also be entered for each SOW line item. Example: SOW 1 – BROCHURE/ CALENDAR DESIGN

Category:

91876.

Amount:

Amount should be the maximum payable estimated for Miscellaneous Services Under \$10,000 or the actual maximum payable amount stated in the SOW.

UOM:

UOM should be EA (Each) unless payment is based on a specific hourly rate.

Days:

This number should fill automatically depending on the vendor number.

Qty Sched:

This number should be 1.0000.

The following Vision screen shot provides an example of information required in the Pricing panel of the contract:

Price Can Be Changed on Order:	Check box
Price Date:	PO Date
Price Qty:	Line Quantity
Qty Type:	Current Order Quantity
Price Loc:	This information is dependent on the vendor number used.
UOM:	This information fills in from information selected in the Line panel.
Base Price:	This should be 1.00000 unless there is a specific hourly rate for this service.

The following Vision screen shots provide examples of information required in the Status/Comments panel of the contract:

Administer Contracts - Use - Vendor Contracts

File Edit View Go Favorites Use Process Inquire Report Help

Header Line Pricing Adjust Pricing Status / Comments Activity

SetID: STATE Contract ID: NEXT Vendor ID: 0000227837

Contract Status

☒ Open ☐ Approved ☐ On-Hold ☐ Closed

☒ Active Only Sort Methd: Entry DtTm Sort Seq: Ascending

☒ Copy to Purchase Order From -> CNT STATE-0000000000000000000009606
☒ Send to Vendor

Type: Header

File Name: Item Specs Standard

Line 1 - Miscellaneous Services Under \$10,000

All Contractor miscellaneous services under \$10,000 obtained under this contract will be billed at the following not-to-exceed hourly rates for the following Contractor staff:

Creative Direction - \$85/hour

VTRPT001 Status / Comments Add

The description for a “**Miscellaneous Services Under \$10,000**” line item must include the hourly rates stated in the master contract payment provisions.

The following Vision screen shot provides an example of information required in the Activity panel of the contract:

Administer Contracts - Use - Vendor Contracts

File Edit View Go Favorites Use Process Inquire Report Help

Header Line Pricing Adjust Pricing Status / Comments Activity

SetID: STATE Contract ID: NEXT Vendor ID: 0000227837

Done	Due Date	Comments
<input checked="" type="checkbox"/>	03/16/2006	Contract established based on an estimated maximum payable amount for Miscellaneous Services Under \$10,000 - maximum payable \$30,000. Jane Smith
<input checked="" type="checkbox"/>	03/30/2006	SOW 1 - maximum payable of \$20,000 added to contract. New contract maximum payable \$50,000. Jane Smith

VTPRD001 Activity Add

Due Date: Enter the date that the contract was established and/or subsequent date(s) on which the contract was adjusted.

Comments: Enter information referencing the action taken.
Add your name following a brief description of the action taken.

VIII.FAQs

1. Can I set up a vendor (sub-)contract with these marketing firms even if I don't have any projects now?

Yes. A vendor contract is a “sub-account” number used by VISION for the master contract that allows your department to pay an invoice from your budget. Since charges cannot be applied against the master contract, a sub-contract is needed for receipt and payment of invoices at the department level.

RECOMMENDATION: Departments may set-up a VISION sub-contract number under each master contract with a line item for “Miscellaneous Services Under \$10,000”. This will allow you to use the marketing firms at a moment notice for small projects.

2. Do I need multiple VISION vendor contracts for each marketing firm?

No. You only need one VISION vendor contract per each marketing firm's master contract. You can use the line numbers to separate projects, or SOWs, within a vendor contract. In other words, you will need multiple line numbers for each project, or SOW. You will need a separate SOW for each project.

Multiple vendor contracts may be set up under a marketing firm's master contract if you do not want to use the line numbers to separate projects.

3. If no approvals are necessary for projects under \$10,000, why do I need a sub-contract?

A sub-contract is like the “child” in a parent-child relationship where the master contract acts as the “parent”. The sub-contract is used by VISION to track and make payments on invoices for departmental work (the “child”). In this case, the sub-contract is not a signed agreement between the parties, rather it is an accounting method for managing payments.

VISION sub-contracts are used for the tracking of transactions under the master contracts.

4. Can I submit a request for SOW to multiple marketing firms even if the project is below \$25,000?

Yes. If you are not sure which marketing firm you would like to use, or if your department requires a solicitation for bids from multiple vendors, then you may complete a work request form and submit it to two or more of the marketing firms.

5. What if I don't know what the project budget or cost is, will be, or should be?

If you don't have a project budget or cost and can't provide a reasonable estimate you should schedule an hour with one or more of the marketing firms to discuss your project. While this time may have a small cost associated with it, your return will be to prevent spending more than you need to or avoid project delays due to underestimating the resources you needed to accomplish your objectives. Be prepared to discuss the project's key objectives, requirements or anticipated obstacles, and timeline for completion. Be clear with the marketing firm that you are trying to define the project budget.

You may also contact the Chief Marketing Officer as an additional resource for project definition and budgeting.

6. What if I don't know what I need for specific marketing services? For example, I am not sure if I need print collateral or radio ads?

If you know you have a marketing need but are not sure how to execute on a specific task or objective, you may want to schedule an hour with one or more of the marketing firms to discuss your project. While this time may have a small cost associated with it, the time spent up front with the marketing professionals will mean less time spent later during the work and implementation phases. It is best to have a clear scope or focus on your project before beginning and before requesting bids from the marketing firms. Be prepared to discuss the project's key objectives, requirements or anticipated obstacles, and timeline for completion. Be clear with the marketing firm of what your intent for the meeting is.

You may also contact the Chief Marketing Officer as an additional resource for project definition, planning, and budgeting.

IX. APPENDICES

A. Master Contract with attachments A and C

STATE OF VERMONT Contract #
STANDARD CONTRACT FOR PERSONAL SERVICES Change #

1. PARTIES: This is a Contract for personal services between the State of Vermont, Agency of Commerce and Community Development, on behalf of, and to be accessed only by, itself and all state entities (hereinafter "State"), and VENDORS, located at ADDRESS (hereinafter "Contractor", hereinafter collectively with State, "Parties"). Contractor's form of business organization: corporation. Contractor is required by law to have a Business Account Number from the Vermont Department of Taxes. Federal ID Account number is: _____.

2. SUBJECT MATTER: The subject matter of this Contract is comprehensive advertising agency services, generally related to marketing State products, programs, and services. The purpose of this Contract is to provide comprehensive and systematic coordination of marketing, public relations, promotional and outreach activities of the State entities. Detailed services to be provided by Contractor are described in Attachment A. Contractor will not be considered an agency of record and will not be guaranteed any level of business through this Contract. In its sole discretion, the State may select contractors, including Contractor, for various advertising agency services as needed pursuant to the process described further in Attachment A or any other contractors pursuant to any other State of Vermont contract bid process, as applicable.

3. CONTRACT AMOUNT: In consideration of the services to be performed by Contractor, the State agrees to pay Contractor in accordance with the payment provisions specified in Attachment B, and in an amount not-to-exceed that which is specified in the Statement of Work(s) and Change Order(s) attached to this Contract.

4. CONTRACT TERM: The period of contractor's performance shall begin on March 20, 2006 and end March 19, 2008, with the potential of two subsequent one-year extensions contingent upon mutual agreement of the Parties and receipt of all necessary prior State administrative approvals.

5. PRIOR APPROVALS: If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletin, interpretations), neither this Contract nor any amendment to it is binding until it has been approved by either or both such persons.

APPROVAL BY IN-HOUSE SPECIAL ASSISTANT ATTORNEY GENERAL is REQUIRED.

APPROVAL BY THE ATTORNEY GENERAL'S OFFICE may not be REQUIRED.

APPROVAL BY THE SECRETARY OF ADMINISTRATION is REQUIRED.

6. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and

signed by the duly authorized representative of the Contractor and administrative and legal representatives of the State.

7. CANCELLATION: This contract may be canceled by either party by giving written notice at least 30 days in advance. In the event of cancellation, the State shall be obligated to pay for any work to date that has been reviewed and approved by the State, and at the State's election, the Contractor shall be obligated to complete any unfinished projects and shall be entitled to compensation for such work that is reviewed and approved by the State.

8. ATTACHMENTS: This contract consists of 17 pages including the following attachments, which are incorporated herein:

ATTACHMENT A - Scope of Work and Contractor's Obligation (8 pages)

ATTACHMENT B - Payment Provisions (1 page)

ATTACHMENT C - "Customary State Contract Provisions" (4 pages)

ATTACHMENT D – Statement Of Work(s) and Change Order(s) signed by Agency and/or Department Head (each appended upon execution).

STATE OF VERMONT
STANDARD CONTRACT FOR PERSONAL SERVICES

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

by the STATE OF VERMONT

Date: _____

Signature: _____

Name: _____

Title: _____

Secretary, Agency of Commerce and
Community Development

Agency of Commerce and Community
Development
National Life Bldg., Drawer 20
Montpelier, VT 05620-0501

Approved as to form

Date: _____

Signature: _____

Name: John W. Kessler

Title: Special Assistant Attorney General

by the CONTRACTOR

Date: _____

Signature: _____

Name (print): _____

Title: _____

VT Business Acct #: _____

S.S.N./Fed.Id.#: _____

Phone: _____

Fax: _____

Copies of signature
pages with signatures
are available upon
request to CMO.

STATE OF VERMONT
STANDARD CONTRACT FOR PERSONAL SERVICES
ATTACHMENT A - SCOPE OF WORK

CONTRACT - State of Vermont with VENDOR

A. Services: The Parties understand that during the term of this Contract the State may or may not request from Contractor some or all of the services described in subsections (I.) through (IX.) below. If in its sole discretion the State elects to request any of such services from Contractor, Contractor will provide such services as follows, unless it is agreed that the Contractor is not best suited to perform the work, or the services requested would result in a conflict of interest:

I. Creative/Design and Copywriting for Advertising and Collateral Material

(a) The Contractor will provide regular and ongoing creative and graphic design work for print and electronic media consistent with defined and communicated State brand guidelines. Creative design work across marketing programs will be coordinated by the Contractor to maximize the strongest possible State of Vermont image/brand identity within individually targeted campaigns and to leverage cooperative opportunities, while maintaining a focus on the specific message and target of the relevant State entity. Under direction from the State, the Contractor will develop and implement creative concepts for promotional campaigns including collateral materials, with an eye toward impact, efficiency, and protection of State rights in the use of promotional designs and standards.

(b) The Contractor will provide creative design services to develop collateral material consistent with defined and communicated State brand guidelines for relevant State entities' targeted promotional campaigns.

II. Public Relations/Public Information/Media Relations

The State, through public and private sector relationships, has been extremely successful in the area of public relations activity and response. Several partners have communication specialists on staff whose primary responsibility it is to communicate and fulfill the requests of local, regional, and national media, writers, and editors. The Contractor will represent the State of Vermont to the media through the provision of one or more of the following services as requested by the State including, but not limited to: Press Releases, Press Kits, Newsletters/Public Communications, Public Outreach, Fulfillment of Media Requests, Media Trips to Vermont, Proactive Media Contacts, In-Market Trips to Media, Special Media Events in Vermont, Development and Maintenance of Media Databases, and Editorial Documentation and Value Assessment Services.

(a) Press Releases. State staff specialists will prepare original drafts or outlines of press releases. The Contractor will be responsible for writing, formatting and scheduling distribution either to the press or directly to select Vermont constituent

groups (by web, e-mail, fax, mail or other means) of the final draft once approved by the State. The Contractor will provide and continuously update segmented media distribution lists that are available in a format that may be readily used by any of the relevant State entities. Also, the Contractor will provide release production and targeted media distribution in the paper or digital format (e-mail, fax, or web) preferred by the recipient. All releases must be appropriately archived, both in print and readily accessible electronic form, as specified by the relevant State entity, and made available to such entity at no cost.

(b) Press Kits. The Contractor will coordinate the writing and preparation of:

(i) Individual theme press kits, as required, to outline and support the promotional initiatives which may be specific to the missions of the individual departments (as specified in individual marketing plans) on a highly-targeted basis, e.g., explaining State of Vermont business services available to financial services industry sector, and

(ii) Seasonal press kits for proactive distribution to travel writers and editorial resources. These efforts involve developing and integrating story ideas from all relevant State entities, representing the five main theme areas of tourism marketing: four-season recreation, agricultural heritage, cultural heritage, natural heritage and Vermont made products.

(c) Newsletters/Public Communications. The State, through web, electronic newsletters, and print media communicates regularly with targeted industry businesses, the public, and with government and statewide partners. The Contractor, with approval by the State, will develop and implement a strategic plan for regular, timely, and effective communications to address the specific programmatic needs of each relevant State entity, with targeted audiences clearly identified and addressed while achieving the goal of a coordinated State of Vermont marketing theme.

(d) Public Outreach. The Contractor, with approval by the State, will develop and implement a strategic plan with design elements, collateral production timelines, deliverables, and outcomes clearly articulated for public outreach informational and training programs conducted by each of the relevant State entities in each year of the Contract. The extent of the activity in any given year will rely on resources available and priorities as outlined by the State and Contractor.

(e) Fulfillment of Media Requests. Numerous media contacts per week are fielded by the State involving requests for information by local, state, national and international media. Contractor will coordinate customized press packets with the relevant State entity having official oversight, prepared to approval standards, and distributed per request.

(f) Media Trips to Vermont. Contractor will generate interest and manage media tours of Vermont including national and international business, travel, arts, and recreation writers and editors. This service will include assistance with providing itineraries, resource materials, and local guide and lodging referrals.

(g) Proactive Media Contacts. Contractor will provide support, as needed, in conducting a strategic campaign of proactive media contacts, outlining proposals for

stories or events to targeted media, whether local, regional, national or international, which would heighten business, public and /or consumer awareness of programmatic initiatives. In addition to regular placement of publicity stories, these activities will include, but not be limited to, placement of op-ed pieces, booking of speaking engagements, and coordination of meetings with editorial boards. Contractor will conduct follow-up fulfillment services to provide necessary information resources to media interested in Vermont stories.

(h) In-Market Trips to Media and Business. Contractor will support and assist with the planning and management of visits into major metropolitan markets to host media and business receptions highlighting four-season recreation, agricultural heritage, cultural heritage, natural heritage, Vermont made products and economic development/business opportunities to invited media and business groups. Contractor will further provide complete event organizational support, including, but not limited to, design, production and distribution of invitations, display materials, name tags, scripts, information sheets and attendance tracking lists. Additionally, Contractor will compile and distribute follow-up information from media participants and business contacts, and evaluate event effectiveness.

(i) Special Media Events in Vermont. Contractor will provide support for hosting media events in Vermont, including, but not limited to, roundtable sessions for Vermont-based writers and photographers, a multi-day locations production by a television network, promoting awareness of a Vermont products trade show or business industry exposition, or a special event of national interest. Contractor will also develop and prepare comprehensive information packets about Vermont, accommodations and contact referrals. Further, Contractor will develop a strategic plan to conduct regular media familiarization trips throughout the regions of Vermont.

(j) Development and Maintenance of Media Databases. Contractor will advise and consult on maintaining parallel and compatible media contact files between the State and the Contractor, and between the State and other marketing partners. Any such database(s) and their content, which is maintained by Contractor, will remain the sole property of the State of Vermont and will be readily available to any relevant State entity at no cost.

(k) Editorial Documentation and Value Assessment Services. Contractor will provide tracking, documentation and digital archiving of editorial features/articles about Vermont from all relevant State entities' promotional perspectives. Contractor will assess all articles, interviews, and features for editorial value according to column inch or airtime equivalents as published in Standard Rates and Data, and assign return on investment values. Contractor will track all articles according to date, writer and market placement.

(l) Coordination. The collecting, tracking and archiving of all contact information are a high priority for promotional services. Contractor will devise a mechanism for dynamic use of information within the overall marketing process. Contractor will provide for logical and easy access of that information by the stakeholders involved in marketing. Contractor will ensure that public relations and press activity be correlated with the outcomes in the form of articles published, customers reached and the value of that reach (and carefully archived for long-term tracking and performance evaluation). Contractor will further ensure that the information about press activity be available and

clear to telemarketers, private sector partners, the advertising and web campaign, and within the context of the sales effort in markets relevant to the media.

III. Trade Show Management

- (a) The State, together with public and private marketing partners, may participate in many trade/consumer shows, exhibitions, conferences, conventions and seminars each year – regionally, nationally, and internationally.
- (b) The Contractor will plan for and execute advanced registrations, space allocations, transport and accommodations well in advance of trade show events.
- (c) The Contractor will be responsible for designing, constructing, updating/modifying, storing, insuring, maintaining, and shipping the State's trade show booths and related elements to each event, or for subcontracting with a capable vendor to achieve such end.
- (d) The Contractor will provide for, and ensure the maximum efficiency in, the design, production, coordination, storage, shipment, and distribution of collateral materials for trade shows, while maintaining a common presence among State entities.
- (e) The Contractor will also update and maintain domestic and international trade databases. Any such database(s) and their content, which is maintained by Contractor, will remain the sole property of the State of Vermont and will be readily available to any relevant State entity at no cost. The Contractor will also manage trade relationships, serve a sales coordination function, implement trade familiarization trips to Vermont, and distribute and track all leads collected at trade shows to the appropriate entities.

IV. Promotional Printing and Production Management

The Contractor will establish planning specifications for promotional printing and for coordinating the consolidation of printing bids and press runs. These services shall occur with the advice and consent of, and in manner consistent with the requirements of, the Purchasing and Contract Administration Division of the Department of Buildings and General Services, and shall be contingent upon the existence, and annual renewal, of a Blanket Delegation of Authority from the Commissioner of Buildings and General Services, for promotional printing services performed under this Contract. In the sole discretion of the State, the Contractor will function as the primary producer of special publications for individual marketing initiatives and, throughout the term of the Contract, will maintain the capability of fulfilling this obligation and of providing tracking of projects in production and press checks for production quality.

V. Public/Private Partnerships

The ability to leverage private sector support that enhances and extends the expenditure of State marketing dollars is a vital part of the marketing plans of many of

the relevant State entities. Consequently, the Contractor will, in a manner consistent with Vermont's brand identity, values, traditions, law, rules, policies, and procedures: (1) develop relationships with public and private business leaders for special promotion opportunities, and (2) identify, initiate, and manage corporate sponsorship opportunities for promotional-marketing initiatives.

VI. Image/Photographic Acquisition/Licensing

(a) The State plans to amass a considerable library of photographic/graphic images. The Contractor will negotiate image ownership rights on behalf of the State, to secure State ownership of the tangible images **and** of all underlying copyright and subsidiary rights therein, thereby providing for reproduction and duplication rights wholly owned by the State. As directed by the State, Contractor will archive, digitize, and appropriately cross-reference such images in support of all promotional campaign activities conducted. Contractor will also create multimedia presentations with these images, including, but not limited to, graphic, exhibit, print, web, plasma screen, television, or other uses.

(b) The Contractor will provide access to video, film, and/or digital production services for the creation of a fully themed visual library. The Contractor will be responsible for the "motion picture" services acquisition and archiving of resulting footage, and for the editing of images, slides, and audio synchronization in video and multimedia presentations.

VII. Media Buying and Placement

(a) Contractor will develop and implement creative concepts for media placement and related sales and promotional activities, upon State approval of a media plan. The plan must accommodate all activities of the relevant State entities, including those activities that may be year round, seasonal, or specific to an event or special promotion. The Contractor will negotiate and place all forms of media within the appropriate channels. All media placement must utilize the most appropriate channel at the most advantageous rates possible. All media invoices will be billed at net.

(b) Contractor will design media concepts and placement opportunities with the highest degree of cooperative promotional value involving partners in both the public and private sectors on both the statewide, regional, and international levels. Selection and solicitation of new partners should, whenever possible, increase the reach of Vermont State marketing. However, partnerships must always remain consistent with Vermont's established brand identity, values, traditions, law, rules, policies, and procedures.

(c) In the case of a media booking requested by the State and made by the Contractor, the State agrees to compensate the Contractor for actual costs not reasonably avoidable due to time limitations.

VIII. Web and Internet Marketing

The internet has become an important channel in the marketing of products and services and in reaching audiences with important information and educational messages. The contractor, upon request from the state, will utilize the web in the promotion of State messages, education, awareness, or similar marketing communications. The Contractor will comply with the Americans with Disabilities Act (ADA) and its most current regulations throughout all relevant aspects of web and internet marketing.

IX. Other Promotional or Related Services

(a) The Contractor will also provide the promotional services described more fully in pages x-x of Contractor's October 18, 2005 proposal and in the documentation provided to the State during Contractor's January 4, 2006 presentation, which are incorporated herein for descriptive purposes only.

(b) Contractor will provide coordination and consultation in the development and use of research and will share knowledge gained from this research with existing approved promotional services contractors for application to other State marketing work at no additional cost. Contractor will be involved in the utilization, integration, reporting, and interpretation of basic research performed by the State to ensure that State marketing is based upon a strong factual foundation. Therefore, Contractor will devise a method of integrating basic research into the planning, conducting, and assessment of the State's promotional programs. Moreover, Contractor will further provide the actual market research services related to State marketing, as needed by any relevant State entity.

B. Contract Requirements:

I. Selection: During the term of this Contract and in the State's sole discretion, the State will have the ability to select from the list of approved promotional services contractors, including Contractor, to obtain work in any of the above service categories, by following a statement of work process, which includes the following elements: (1) for projects with a cost of \$10,000 or less, the State may select any contractor from the list of approved promotional services contractors to perform work related to such project solely under the terms and conditions of the relevant contractor's contract; or (2) for projects with a cost between \$10,001 and \$25,000, the State and its selected contractor will develop a Statement of Work for the project to include a summary of project strategy, detailed project elements, timeline and costs; or (3) for projects with a cost exceeding \$25,000, the State will develop a detailed Request for Statement of Work, solicit quotes from all contractors from the list of approved promotional services contractors and, in its sole discretion, may select the contractor with the quote that is not to exceed the prices set forth in this Contract and is in the best interests of the State to perform work related to such project under the terms and conditions of an executed Statement of Work and of the relevant contractor's contract. The Contractor will not be compensated for time spent, or any other costs incurred, by Contractor in developing a Statement of Work. Any contractor selected may not always be the contractor with the lowest price quote – the State's decision making is based mainly on overall cost-effectiveness, but also

considers more subjective factors involving style and design. In addition, the State reserves the right to depart from this Statement of Work process and obtain services through existing State of Vermont contract bid procedures and from vendors not included on the list of approved promotional services contractors in accordance with policies established by the Chief Marketing Officer.

II. Statement of Work Process: The Parties agree to use the following process when the Contractor's above services are requested by the State:

(a) The relevant State entity desiring the above services with a cost between \$10,000 and \$25,000 shall complete a Statement of Work (hereinafter "SOW") with the selected contractor. Conditions (c) through (h) below will apply to the SOW.

(b) The relevant State entity desiring the above services with a cost exceeding \$25,000, shall submit a Request for Statement of Work to the contractors with a copy to the Chief Marketing Officer. Contractors will prepare a SOW for the project for evaluation and use in selection by the requesting State entity.

(c) SOWs will be consistent with the terms and conditions of this Contract and include a condition confirming the same.

(d) SOWs will be based upon preliminary requirements gathering and statement of need provided by the relevant State entity in its Request for Statement of Work. SOWs will contain a description of the project's purpose, scope, Contractor responsibilities, deliverables, schedule, Contractor staffing, not-to-exceed pricing and payment provisions. A sample SOW template form will be available from the Chief Marketing Officer. Each SOW will contain a provision that provides that, in the event that appropriations are insufficient to support the SOW, the relevant State entity may immediately cancel the SOW with notice to Contractor identifying the effective date thereof. Any work provided prior to the cancellation of the SOW completed by the Contractor and reviewed and approved by the State will be paid in full.

(e) SOWs will be reviewed by the relevant State entity and, after consultation with the Chief Marketing Officer, the contractor will be selected and the SOW will be signed off by the administrative head of such relevant State entity and a Special Assistant Attorney General before work on the project begins.

(f) Upon execution of an SOW by all parties, the Contractor may begin work, according to the agreed schedule, on the elements specified in such SOW.

(g) After execution of an SOW, if any change in scope of a project affecting price, deliverables, or schedule is requested, the Contractor and the relevant State entity shall mutually agree to the changes in writing via Change Order.

(h) Subject to Section II(b) above, the applicable SOW shall control the relevant project, and will be attached as part of Attachment D, hereto. All Change Orders will likewise be attached.

(i) In addition to the process described above, if a SOW will exceed \$250,000 for total services, then it must be approved in advance by the Chief Marketing Officer and the Secretary of Administration before work on the project begins.

III. Contract Administration and Evaluation

(a) Along with the electronic copies of invoices as provided for in Attachment B paragraph 1, and likewise at no cost to the State, Contractor will at least once per month deliver to the Chief Marketing Officer status reports to include all work performed by the Contractor, all related expenditures made by the State, and all projects then currently under development, through this Contract. Such reports will be delivered by the Contractor in an electronic format accessible to the Agency no later than the 15th day of the month subsequent to the month being reported.

(b) At no cost to the State, Contractor will attend regular meetings with the Chief Marketing Officer (CMO) at intervals determined by the CMO, so that the CMO may: (i) assess and accurately interpret the reporting provided above; (ii) ensure that Contractor is complying with established graphic, technology, design, and production standards; (iii) assess the progress of Contractor's work against established timelines in various SOWs, (iv) ensure that Contractor's invoicing practices are sufficiently consistent throughout the State to facilitate ease in tracking all State expenditures through this Contract; and (v) ensure that Contractor's services meet adequate levels of cost-effectiveness and quality. These meetings shall be reasonable in length given the subject matter to discuss and will not exceed 90 minutes, unless both parties in attendance wish to meet for a longer period of time, in which event, such meeting time in excess of 90 minutes will likewise be provided by Contractor at no cost to the State.

(c) The Contractor agrees to complete its services and meet deadlines given the State provides all mutually agreed upon information and provides approvals in accordance with schedules included in the SOW. Where circumstances not reasonably foreseeable prevent completion of the work and adherence to the schedule, the State entity, the Contractor, and the CMO will reach agreement on either or both the modification of the work to be performed and the schedule for performance.

(d) Copyright to any materials, including but not limited to trade names, logos, artwork and photography shall vest in the State except where previous copyright may exist in purchased materials. The State, not the Contractor, shall be responsible for any copyright filings and related fees to protect the State's rights in such materials. The Contractor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark or similar rights of others.

(e) All materials owned by the state will be held upon request, by the Contractor for the duration of the contract and the Contractor will transfer materials to the state within 3 months of the contract end date.

STATE OF VERMONT
STANDARD CONTRACT FOR PERSONAL SERVICES
ATTACHMENT C - CUSTOMARY STATE CONTRACT PROVISIONS (Revised 8/95)

1. ENTIRE AGREEMENT. This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. APPLICABLE LAW. This contract will be governed by the laws of the State of Vermont.

3. APPROPRIATIONS. If this Contract extends into more than one fiscal year of the state (July 1 to June 30), and if appropriations are insufficient to support this Contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

4. NO EMPLOYEE BENEFITS FOR CONTRACTOR. The Contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers compensation or other benefits or services available to state employees, nor will the State withhold any state or federal taxes. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

5. INDEPENDENCE, LIABILITY. The Contractor will act in an independent capacity and not as officers or employees of the State. The Contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this Contract.

6. INSURANCE. Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Contractor to maintain current certificates of insurance on file with the State through the term of the Contract.

WORKERS COMPENSATION: With respect to all operations performed, the Contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

GENERAL LIABILITY AND PROPERTY DAMAGE: With respect to all operations performed under the Contract, the Contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Independent Contractors' Protective
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000	Per Occurrence
\$1,000,000	General Aggregate
\$1,000,000	Products/completed products aggregate
\$ 50,000	Fire Legal Liability

AUTOMOTIVE LIABILITY: The Contractor shall carry automotive liability insurance covering all motor vehicles, including owned, non-owned, and hired, used in connection with the Contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been set to protect the interests of the State.

7. RELIANCE BY THE STATE ON WRITTEN MATERIAL. All payments by the State under this Contract will be made in reliance upon the accuracy of all prior written representation by the Contractor, including bills, invoices, progress reports and other proof of work.

8. RECORDS AVAILABLE FOR AUDIT. The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Contract.

9. FAIR EMPLOYMENT PRACTICES AND AMERICAN WITH DISABILITIES. The Contractor agrees to comply with the requirements of Title 21, VSA Chapter 5, Subchapter 6, relating to fair employment practices, to the extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this Contract. Contractor further agrees to include this provision in all subcontracts.

10. SET OFF: The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this Contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereafter.

11. TAXES DUE TO THE STATE.

a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Contractor certifies under the pains and penalties of perjury that, as of the date the Contract is signed the Contractor is in good standing with respect to, or in full compliance with, a plan to pay, any and all taxes due the State of Vermont.

c. Contractor understands that final payment under this Contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. CHILD SUPPORT . (Applicable if the Contractor is a natural person, not a corporation or partnership). Contractor states that, as of the date the Contract is signed, the Contractor:

a. is not under any obligation to pay support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other State or Territory of the United States.

13. SUBCONTRACTORS. The Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other Contractor without the prior written approval of the State. Contractor also agrees to include in all subcontracts agreements a tax certification in form substantially identical to paragraph 11 above.

14. NO GIFTS OR GRATUITIES. Without first obtaining the written approval of the head of the agency entering this Contract, Contractor will not give title or possession of any thing of substantial value (including property, currency, travel and education programs) to any officer or employee of the State during the term of this Contract.

15. COPIES. All written reports prepared under this Contract will be printed using both sides of the paper.

16. WORK PRODUCT OWNERSHIP.

a. Upon full payment by the State, all products of the Contractor's and any subcontractor's work, including but not limited to, outlines, reports, charts, sketches, drawings, art work, creative and graphic design materials, collateral materials, media databases, plans, photographs, specifications, estimates, computer programs, or similar

documents, become the sole property of the State of Vermont and may not be copyrighted or resold by the Contractor or any subcontractor. The State of Vermont shall retain all rights in such documents of every kind, nature and description, including but not limited to: (1) the right to secure copyright thereon anywhere throughout the world, in the State's name or otherwise; (2) any and all publication rights therein, in whatever form; (3) the right to use, license, display, modify, adapt, reproduce, distribute, exploit, sell or otherwise dispose thereof in any manner and for any purpose the State sees fit; and (4) any and all subsidiary rights therein. This subsection does not apply to a third party's intellectual property separately licensed and included as a constituent part of a product of Contractor's or subcontractor's work.

b. Contractor also hereby agrees that if, in the completion of contract services, products such as those above were developed using computer aided design and drafting systems, then Contractor will deliver to the State copies of such products in a digital format suitable for use by the relevant State entity, at no additional cost.

c. Contractor also hereby agrees that, if in the completion of contract services, products such as those above were developed utilizing a personal computer or other computerized device capable of producing a disk record of such products, then Contractor will deliver to the State disk copies of such records, in a format suitable for use by the relevant State entity, at no additional cost.

17. OWNERSHIP OF EQUIPMENT. Any equipment purchased by, or furnished to the Contractor by, the State under this Contract is provided on a loan basis only and remains the sole property of the State of Vermont.

(END OF CUSTOMARY PROVISIONS)

B. Master Contract Pricing – Attachment B

STATE OF VERMONT STANDARD CONTRACT FOR PERSONAL SERVICES ATTACHMENT B - PAYMENT PROVISIONS

CONTRACT - State of Vermont with **HMC Advertising, LLC #9610**

PAYMENT PROVISIONS:

Amounts paid under this Contract by the State to the Contractor will be made as follows:

1. On a schedule agreed to by the relevant State entity and the Contractor, and in a form acceptable to the Chief Marketing Officer, invoices will be submitted to the relevant State entity, which has obtained services under this Contract, with electronic copies (at no cost to the State) to the Chief Marketing Officer.
2. Payments will be based on documentation of work performed. Invoices will include a detailed breakdown of services provided.
3. The State shall not be responsible for expenses of the Contractor, unless specifically provided for in an applicable Statement of Work or Change Order executed by the Contractor and the relevant State entity.
4. All Contractor services obtained under this Contract will be billed either at the rates established in the following table, or at lower rates included in the applicable Statement of Work or Change Order executed by the Contractor and the relevant State entity.

Creative Direction:	\$100/hour
Account Coordination / Project Management:	\$80/hour
Strategic Planning:	\$100/hour
Advertising:	\$80/hour
Graphic Design:	\$80/hour
Writing	\$80/hour
Broadcast Development and Production:	\$80/hour
Website/Multimedia Design and Development:	\$100/hour
Outreach / Public Relations:	\$100/hour
Trade Show Communications:	\$80/hour
Research:	\$100/hour
Implementation Management:	\$80/hour
Editing:	\$80/hour
Production:	\$80/hour

STATE OF VERMONT
STANDARD CONTRACT FOR PERSONAL SERVICES
ATTACHMENT B - PAYMENT PROVISIONS

CONTRACT - State of Vermont with **Marketing Partners, Inc. #9609**

PAYMENT PROVISIONS:

Amounts paid under this Contract by the State to the Contractor will be made as follows:

1. On a schedule agreed to by the relevant State entity and the Contractor, and in a form acceptable to the Chief Marketing Officer, invoices will be submitted to the relevant State entity, which has obtained services under this Contract, with electronic copies (at no cost to the State) to the Chief Marketing Officer.
2. Payments will be based on documentation of work performed. Invoices will include a detailed breakdown of services provided.
3. The State shall not be responsible for expenses of the Contractor, unless specifically provided for in an applicable Statement of Work or Change Order executed by the Contractor and the relevant State entity.
4. All Contractor services obtained under this Contract will be billed either at the rates established in the following table, or at lower rates included in the applicable Statement of Work or Change Order executed by the Contractor and the relevant State entity.

President/Creative Director:	\$110/hour
Vice President/Marketing:	\$110/hour
Vice President/CFO:	\$110/hour
Director/Public Relations:	\$110/hour
Director/Technology Services:	\$110/hour
Director/Operations:	\$110/hour
Director/Art:	\$110/hour
Media Planner:	\$80/hour
Research Associate:	\$80/hour
Account Executive:	\$80/hour
Senior Copywriter:	\$80/hour
Senior Designer:	\$80/hour
Media Buyer:	\$80/hour
Research Analyst:	\$60/hour
Account Coordinator:	\$60/hour
Junior Designer:	\$60/hour
Junior Copywriter:	\$60/hour
Production/Traffic Manager:	\$60/hour

STATE OF VERMONT
STANDARD CONTRACT FOR PERSONAL SERVICES
ATTACHMENT B - PAYMENT PROVISIONS

CONTRACT - State of Vermont with **Spike Advertising, Inc. #9606**

PAYMENT PROVISIONS:

Amounts paid under this Contract by the State to the Contractor will be made as follows:

1. On a schedule agreed to by the relevant State entity and the Contractor, and in a form acceptable to the Chief Marketing Officer, invoices will be submitted to the relevant State entity, which has obtained services under this Contract, with electronic copies (at no cost to the State) to the Chief Marketing Officer.
2. Payments will be based on documentation of work performed. Invoices will include a detailed breakdown of services provided.
3. The State shall not be responsible for expenses of the Contractor, unless specifically provided for in an applicable Statement of Work or Change Order executed by the Contractor and the relevant State entity.
4. All Contractor services obtained under this Contract will be billed either at the rates established in the following table, or at lower rates included in the applicable Statement of Work or Change Order executed by the Contractor and the relevant State entity.

Creative Direction:	\$85/hour
Account Coordination / Project Management:	\$85/hour
Strategic Planning:	\$85/hour
Advertising:	\$85/hour
Graphic Design:	\$85/hour
Writing and Editing:	\$85/hour
Broadcast Development and Production:	\$85/hour
Website/Multimedia Design and Development:	\$85/hour
Outreach / Public Relations:	\$85/hour
Trade Show Communications:	\$85/hour
Research:	\$85/hour
Implementation Management:	\$85/hour
Production:	\$85/hour

C. Printing Specifications

When submitting a requisition for a printing job it is very important to include as much information as possible about your printing requirements. This will give the potential bidders the exact specifications they need to provide a good quote. The clearer and more detailed our specifications are, the more competitive the bids. Please try to include information about all of the following topics. If you have any questions call Ken Feld at 828-4658.

- **TITLE OF PRINT JOB:** Every job should have a title, i.e.: "TA-160 Operator Inspection Report".
- **TRIM SIZE/FINISHED SIZE:** What is the size (dimensions) of the document in inches? If it is folded; what is the final, folded size?
- **NUMBER OF PAGES:** If the cover is on a different paper stock than text, do not include in page count; i.e. "48 pages plus cover").
- **INKS/COVERS:** Number of colors per side (black is a color). Full bleeds (Does the ink go all the way to the edge of the sheet)? Covers usually have four parts: Cover I (front cover), Cover II (inside front), Cover III (inside back), and Cover IV (back cover).
- **INKS/TEXT:** Number of colors per side. Bleeds? A typical specification would read: 2 colors/ 2 sides (or 2/2).
- **STOCK/COVER AND TEXT:** What type of paper should the job be printed on? Please include basis weight, type, color, and brand name (if available) of paper. Per the Governor's Executive Order 06-94, all stock should be recycled with a specific minimum of post consumer content. Example: "50 lb. Offset white Halopaque recycled 20% post consumer content."
- **MECHANICAL:** How will information be supplied? Camera ready, film-supplied, or disk-supplied are some common methods. If photos are included are they halftones (black and white) or color? If color, who is to produce the separations (film)? List the type and number of each in your publication, as well as their sizes.
- **FINISHING:** Folding for mailing or scoring for easy folding are some types of finishing. Perforation is another type of finishing.
- **BINDING:** How will the job be put together? Saddle stitched (stapled) or perfect bound (glued along the spine) are two examples.

- PROOFS: This is essential. Who should get the proofs? Someone needs to check the job before it goes on press. What kind of proof do you need? Blueline or dylux is the most common type.
- PACKAGING: How should the material be packaged? One way is in cartons clearly marked as to contents.
- DELIVERY: If there is no loading dock available at your site you should indicate inside delivery. Advance notice? Special times? Other delivery locations?
- PRODUCTION CONTACT: Who will be the contact for printer? This is usually the same person who gets proofs. What is the telephone number of this person?
- SAMPLES/SKETCHES/DUMMIES (MOCK-UPS): Please provide ten copies of your job and send to the division to be included in the bid package.
- DELIVERY DATE: When do you need this document or form delivered? Indicate any special dates you absolutely must have this job completed and delivered. Be aware that any delays in delivering mechanical or art work to vendor, delays in returning proofs, or any significant changes to the document after the original art is submitted will result in extra charges and extra time to complete your job.

D. Marketing Firm Contact Information

Principle contacts and location information for the marketing firms are:

Contract #9610
HMC Advertising, LLC
PO Box 179
Stowe, VT 05672-0179
(802) 253-7141
www.hmcstowe.com
Veronica Williams, veronica@hmcstowe.com, (802) 253-7141 x 227

Contract #9609
Marketing Partners, Inc.
176 Battery Street
Burlington, VT 05401
(802) 864-6710
www.marketing-partners.com
Pat Heffernan, pheffernan@marketing-partners.com, (802) 864-6710

Contract #9606
Spike Advertising, Inc.
266 Pine Street
Suite 14
Burlington, VT 05401
www.spikeadvertising.com
Ken Millman, ken@spikeadvertising.com, (802) 951-1700

Requests for SOWs should be sent to the following e-mail addresses:

state@hmcstowe.com
state@spikeadvertising.com
state@marketing-partners.com

E. SOW Change Order Form

STATE OF VERMONT
Statement of Work Change Order

CONTRACTOR NAME:

SUB-CONTRACT #:

SOW #:

CHANGE ORDER #:

SOW # _____ under sub-contract # _____, entered into by enter state entity name here, on behalf of the State of Vermont, and by enter contractor's name here, is amended as follows:

- ☐ **Maximum Amount** – The maximum amount payable under SOW # _____, wheresoever such references to the maximum amount appear in said SOW shall be changed from \$ _____ to \$ _____.
- ☐ **Term** – The end date of SOW # _____, wheresoever such references appear in said Statement of Work and its attachments, is changed from _____ to _____.
- ☐ **Payment Provisions and/or Scope of Work** - describe changes briefly
- ☐ **Taxes Due to the State.** – Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay, any and all taxes due the State of Vermont.

All other terms and conditions of SOW # _____ not hereby amended shall remain in full force and effect.

The signatures of the undersigned parties indicate that each has read this amendment of SOW # _____ in its entirety and agrees to be bound by the provisions enumerated therein.

Approved as to form:

STATE OF VERMONT

By: _____

By: _____

Title: _____

Title: _____, Commissioner

Date: _____

Date: _____

CONTRACTOR

By: _____

Title: _____

Date: _____